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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

MARIA ELENA GARCIA, an individual;
ADRIEANA GARCIA, an individual; C.G., a
minor by and through his *guardian ad litem*
Maria Elena Garcia; S.G., a minor by and
through her *guardian ad litem* Maria Elena
Garcia; J.G., a minor by and through her
guardian ad litem Maria Elena Garcia; and
GLORIA GARCIA; an individual,
Plaintiffs,

v.

CITY OF FARMERSVILLE, a California
municipal entity; TULARE COUNTY, a
California municipal entity; CITY OF
VISALIA, a California municipal entity;
OFFICER EDUARDO CARRILLO, an
individual; OFFICER DIEGO CORONA, an
individual; OFFICER JEREME BROGAN, an
individual; OFFICER PAULINO
MANZANO, an individual; SERGEANT
RALPH VASQUEZ, JR., an individual;
LIEUTENANT JAY BROCK, an individual;
SERGEANT CARDENAS, an individual;
DEPUTY MATTHIAS HERNANDEZ, an
individual; DEPUTY TAYLOR HOBSON, an
individual; DEPUTY S. JAJYO, an
individual; DEPUTY JASON KENNEDY, an
individual; and DOES 1-100, inclusive,
Defendants.

Case No.: 1:21-CV-00482-NONE-EPG

**** DISCOVERY MATTER ****

STIPULATED PROTECTIVE ORDER

On July 9, 2021, the parties filed a Stipulated Protective Order. (ECF No. 37.)

This is the second proposed stipulated protective order the parties filed. On June 28,
2021, the parties filed a first proposed protective order, which the Court denied as not

1 complying with Eastern District of California Local Rule 141.1(c). (ECF Nos. 35-36.) That rule
2 provides that every proposed protective order contain the following provisions: “(1) [a]
3 description of the types of information eligible for protection under the order, with the
4 description provided in general terms sufficient to reveal the nature of the information (e.g.,
5 customer list, formula for soda, diary of a troubled child); (2) [a] showing of particularized need
6 for protection as to each category of information proposed to be covered by the order; and (3)
7 [a] showing as to why the need for protection should be addressed by a court order, as opposed
8 to a private agreement between or among the parties.” E.D. Cal. L.R. 141.1(c) (paragraph
9 breaks omitted).

10 The revised stipulation largely complies with Local Rule 141.1(c). However, when
11 describing the types of information eligible for protection, which Local Rule 141.1(c)(1)
12 requires, the revised stipulation includes the language “[s]uch confidential materials and
13 information consist of, among other things . . . information otherwise generally unavailable to
14 the public, or which may be privileged or otherwise protected from disclosure under state or
15 federal statutes, court rules, case decisions, or common law.” (ECF No. 37 at 3.) This catchall
16 language does not comply with Local Rule 141.1(c)(1). The Court has revised the protective
17 order to exclude this language but otherwise enters the protective order proposed by the parties.

18 **IT IS HEREBY STIPULATED** by and among the parties hereto, through their respective
19 counsel of record as follows:
20

21 **I. PURPOSES AND LIMITATIONS**

22 The parties acknowledge that all information is presumptively public. *See* Civil Local
23 Rule 131.1 (citing Fed. R. Civ. P. 26). Discovery in this action is likely to involve production
24 of confidential and/or private information for which special protection from public disclosure
25 and from use for any purpose other than prosecuting this litigation may be warranted.
26 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
27 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
28 protections on all disclosures or responses to discovery and that the protection it affords from

public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

II. GOOD CAUSE STATEMENT

This action is likely to involve confidential and private information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such information may implicate the privacy interests of the parties and are properly protected through a Fed. R. Civ. P. 26(c) protective order. *See Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express purposes the protection of a ‘party or person from annoyance, embarrassment, oppression or undue burden or expense.’ Although the Rule contains no specific reference to privacy or to other rights or interests that may be implicated, such matters are implicit in the broad purpose and language of the Rule.”); *Soto v. City of Concord*, 162 F.R.D. 603, 617 (N.D. Cal. 1995) (a party’s privacy rights are to be protected through a “carefully crafted protective order.”).

Such confidential materials and information consist of law enforcement investigatory records, personnel records, security procedures and information regarding law enforcement/correctional activities and/or facilities, medical records, and information implicating privacy rights of third parties.

Specifically, defendants contend that records regarding investigations into the death of decedent are exempt from public disclosure under state law pursuant to Penal Code § 832.7 and Government Code § 6254(f) and not subject to the exceptions enacted by SB 1421 and made part of Penal Code § 832.7(b)(1), because decedent’s death was not a result of a use of force by any officer. Moreover, personnel records of peace officers other than the investigation into decedent’s death in this case are likely to be the subject of discovery – notwithstanding any

1 other objections to disclosure/production of such records, peace officer personnel records are
2 protected by state statute under Penal Code § 832.7 and constitutional privacy protections.

3 Furthermore, because some of the facts and circumstances involved in the incident took
4 place at a jail facility, some of the information and documents that are likely to be subject to
5 discovery include the layouts and procedures of the jail, including videos depicting secure areas
6 of the jail facility, and policies/procedures regarding booking and screening of inmates, the
7 public disclosure of which implicates and would tend to undermine the ongoing secure
8 operations of the jail. Such records are also expressly exempt from public disclosure under state
9 law pursuant to Government Code § 6254(f).

10 In addition, information regarding other arrestees/inmates, particularly including
11 medical intake/screening process and information, may be relevant to the claims and defenses in
12 this case, such as Plaintiffs' *Monell* pattern/practice claims. Such information implicates the
13 medical privacy rights of those third parties.

14 Accordingly, although Plaintiffs dispute the extent to which the foregoing categories of
15 documents should remain confidential during discovery, the parties hereby otherwise agree, to
16 expedite the flow of information, to facilitate the prompt resolution of disputes over
17 confidentiality of discovery materials, to adequately protect information the parties are entitled
18 to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such
19 material in preparation for and in the conduct of trial, to address their handling at the end of the
20 litigation, and serve the ends of justice, a protective order for such information is justified in this
21 matter. It is the intent of the parties that information will not be designated as confidential for
22 tactical reasons and that nothing be so designated without a good faith belief that it has been
23 maintained in a confidential, non-public manner, and there is good cause why it should not be
24 part of the public record of this case.

25
26 **III. DEFINITIONS**

27 A. Action: This pending federal lawsuit, Case No. 2:21-CV-00482-NONE-EPG.

28 B. Challenging Party: A Party or Non-Party that challenges the designation of

1 information or items under this Order.

2 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is
3 generated, stored or maintained) or tangible things that qualify for protection under Federal
4 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

5 D. Counsel: Outside Counsel of Record and House Counsel (as well as their support
6 staff).

7 E. Designating Party: A Party or Non-Party that designates information or items
8 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

9 F. Disclosure or Discovery Material: All items or information, regardless of the
10 medium or manner in which it is generated, stored, or maintained (including, among other
11 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures
12 or responses to discovery in this matter.

13 G. Expert: A person with specialized knowledge or experience in a matter pertinent
14 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or
15 as a consultant in this Action.

16 H. House Counsel: Attorneys who are employees of a Party to this Action. House
17 Counsel does not include Outside Counsel of Record or any other outside counsel.

18 I. Non-Party: Any natural person, partnership, corporation, association, or other
19 legal entity not named as a Party to this action.

20 J. Outside Counsel of Record: Attorneys who are not employees of a Party to this
21 Action but are retained to represent or advise a party to this Action and have appeared in this
22 Action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of
23 that Party, and includes support staff.

24 K. Party: Any Party to this Action, including all of its officers, directors, employees,
25 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

26 L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery
27 Material in this Action.
28

1 M. Professional Vendors: Persons or entities that provide litigation support services
2 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
3 organizing, storing, or retrieving data in any form or medium) and their employees and
4 subcontractors.

5 N. Protected Material: Any Disclosure or Discovery Material that is designated as
6 “CONFIDENTIAL.”

7 O. Receiving Party: A Party that receives Disclosure or Discovery Material from a
8 Producing Party.

9 **IV. SCOPE**

10 The protections conferred by this Stipulation and Order cover not only Protected
11 Material (as defined above), but also: (1) any information copied or extracted from Protected
12 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any
13 testimony, conversations, or presentations by Parties or their Counsel that might reveal
14 Protected Material. Any use of Protected Material at trial shall be governed by the orders of the
15 trial judge. This Order does not govern the use of Protected Material at trial.

16 **V. DURATION**

17 Even after final disposition of this litigation, the confidentiality obligations imposed by
18 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
19 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
20 claims and defenses in this Action, with or without prejudice; and (2) final judgment herein
21 after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
22 Action, including the time limits for filing any motions or applications for extension of time
23 pursuant to applicable law.

24 However, once a case proceeds to trial, information that was designated as
25 CONFIDENTIAL or maintained pursuant to this Order used or introduced as an exhibit at trial
26 becomes public and will be presumptively available to all members of the public, including the
27 press, unless compelling reasons supported by specific factual findings to proceed otherwise are
28

made to the trial judge in advance of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this Order do not extend beyond the commencement of the trial as to the Protected Material used or introduced as an exhibit at trial.

VI. DESIGNATING PROTECTED MATERIAL

A. Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

B. Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of Section VI(B)(1) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

1. For information in documentary form (e.g., paper or electronic

documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

2. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

3. For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a

1 designation, the Receiving Party must make reasonable efforts to assure that the material is
2 treated in accordance with the provisions of this Order.

3 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 A. Timing of Challenges. Any Party or Non-Party may challenge a designation of
5 confidentiality at any time that is consistent with the Court's Scheduling Order.

6 B. Meet and Confer. The Challenging Party shall initiate the dispute resolution
7 process under Local Rule 251 and the Court's Chamber Rules thereon.

8 C. The burden of persuasion in any such challenge proceeding shall be on the
9 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
10 harass or impose unnecessary expenses and burdens on other parties) may expose the
11 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
12 confidentiality designation, all parties shall continue to afford the material in question the level
13 of protection to which it is entitled under the Producing Party's designation until the Court rules
14 on the challenge.
15

16 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 A. Basic Principles. A Receiving Party may use Protected Material that is disclosed
18 or produced by another Party or by a Non-Party in connection with this Action only for
19 prosecuting, defending, or attempting to settle this Action. Such Protected Material may be
20 disclosed only to the categories of persons and under the conditions described in this Order.
21 When the Action has been terminated, a Receiving Party must comply with the provisions of
22 Section XIV below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a location and
24 in a secure manner that ensures that access is limited to the persons authorized under this Order.

25 B. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
26 ordered by the court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

- 28 1. The Receiving Party's Outside Counsel of Record in this Action, as well

as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

2. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

3. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4. The court and its personnel;

5. Court reporters and their staff;

6. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

8. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (ii) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

9. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that

1 compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL,” that Party must:

3 A. Promptly notify in writing the Designating Party. Such notification
4 shall include a copy of the subpoena or court order;

5 B. Promptly notify in writing the party who caused the subpoena or order to issue in
6 the other litigation that some or all of the material covered by the subpoena or order is subject to
7 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
8 and

9 C. Cooperate with respect to all reasonable procedures sought to be pursued by the
10 Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with the
12 subpoena or court order shall not produce any information designated in this action as
13 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
14 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
15 shall bear the burden and expense of seeking protection in that court of its confidential material
16 and nothing in these provisions should be construed as authorizing or encouraging a Receiving
17 Party in this Action to disobey a lawful directive from another court.

18
19 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
20 **PRODUCED IN THIS LITIGATION**

21 A. The terms of this Order are applicable to information produced by a Non-Party in
22 this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties
23 in connection with this litigation is protected by the remedies and relief provided by this Order.
24 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
25 additional protections.

26 B. In the event that a Party is required, by a valid discovery request, to produce a
27 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
28

1 with the Non-Party not to produce the Non-Party's confidential information, then the Party
2 shall:

3 1. Promptly notify in writing the Requesting Party and the Non-Party that
4 some or all of the information requested is subject to a confidentiality
5 agreement with a Non-Party;

6 2. Promptly provide the Non-Party with a copy of the Stipulated Protective
7 Order in this Action, the relevant discovery request(s), and a reasonably
8 specific description of the information requested; and

9 3. Make the information requested available for inspection by the
10 Non-Party, if requested.

11 C. If the Non-Party fails to seek a protective order from this court within
12 14 days of receiving the notice and accompanying information, the Receiving Party may
13 produce the Non-Party's confidential information responsive to the discovery request. If the
14 Non-Party timely seeks a protective order, the Receiving Party shall not produce any
15 information in its possession or control that is subject to the confidentiality agreement with the
16 Non-Party before a determination by the court. Absent a court order to the contrary, the Non-
17 Party shall bear the burden and expense of seeking protection in this court of its Protected
18 Material.
19

20 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
22 Material to any person or in any circumstance not authorized under this Stipulated Protective
23 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
24 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
25 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
26 made of all the terms of this Order, and (d) request such person or persons to execute the
27 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.
28

**XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

XIII. MISCELLANEOUS

A. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

XIV. FINAL DISPOSITION

After the final disposition of this Action, as defined in Section V, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material

is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully Submitted,

DATED: July 12, 2021

MCMURRAY HENRIKS, LLP

By: /s/ Lauren I. Freidenberg

Randy H. McMurray, Esq.

Yana G. Henriks, Esq.

Lauren I. Freidenberg, Esq.

Attorneys for Plaintiffs, MARIA ELENA GARCIA; ADRIANA GARCIA; C.G., a minor by and through his *guardian ad litem* Maria Elena Garcia; S.G., a minor by and through her *guardian ad litem* Maria Elena Garcia; J.G., a minor by and through her *guardian ad litem* Maria Elena Garcia; and GLORIA GARCIA

DATED: July 12, 2021

FERGUSON, PRAET & SHERMAN
A Professional Corporation

By: /s/ Daniel S. Cha

McMURRAY HENRIKS, LLP
811 WILSHIRE BOULEVARD, SUITE 1640
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Bruce D. Praet, Esq.
Daniel S. Cha, Esq.
Attorneys for City of Farmersville Defendants

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DATED: July 9, 2021

HERR PEDERSEN & BERGLUND LLP

By: /s/ Leonard C. Herr
Leonard C. Herr, Esq.
Caren Curtiss, Esq.
Attorneys for Defendant City of Visalia

DATED: July 9, 2021

TULARE COUNTY COUNSEL

By: /s/ Amy Myers
Amy Myers, Esq.
Attorneys for Defendants County of Tulare, et al.

JOINT MOTION SIGNATURE CERTIFICATION

Pursuant to Local Rule 131(e) of the United States District Court for the Eastern District of California, I certify that the content of this document, and the accompanying proposed order, is acceptable to named counsel above and that I have obtained authorization from counsel to affix their electronic signature to this document on July 9, 2021.

DATED: July 9, 2021

MCMURRAY HENRIKS, LLP

By: /s/ Lauren I. Freidenberg
Randy H. McMurray, Esq.
Yana G. Henriks, Esq.
Lauren I. Freidenberg, Esq.
Attorneys for Plaintiffs, MARIA ELENA GARCIA; *et al.*

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Eastern District of California on [date] in
the case of Maria Elena Garcia, et al. v. City of Farmersville, et al., bearing case number 2:21-
CV-00482-NONE-EPG. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the provisions of this
Order. I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action. I hereby
appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

ORDER

Pursuant to the stipulation of the parties (ECF No. 37), as modified to comply with Local Rule 141.1(c), the parties' Stipulated Protective Order is hereby approved.

IT IS SO ORDERED.

Dated: **July 12, 2021**

/s/ Eric P. Grogan
UNITED STATES MAGISTRATE JUDGE